



12-31-07

Docket: P/2-87

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE BEFORE THE
BOARD OF PATENT APPEALS AND INTERFERENCES**

In re Application of: Roger Hoffman

Serial No.: 09/755,488

Art Unit: 3625

Filed: January 5, 2001

Examiner: N. Rosen

For: SYSTEM AND PROCESS FOR REQUESTING A QUOTATION

Dated: December 27, 2007

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313

APPEAL BRIEF

Sir:

This is an Appeal from the decision dated May 30, 2007 of the Primary Examiner, finally rejecting the claims 1-8, 11 and 14-20.

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I. Real Party in Interest

The real party in interest is The Hoffman Group, Ltd, located at 125 South Jefferson Street, Suite 201 Green Bay, Wisconsin 54301.

II. Related Appeals and Interferences

There are no appeals or interferences related to the present application.

III. Status of Claims

Claims 1-8, 11 and 14-20 are on appeal.

Claims:

1. Rejected (Appealed)
2. Rejected (Appealed)
3. Rejected (Appealed)
4. Rejected (Appealed)
5. Rejected (Appealed)
6. Rejected (Appealed)
7. Rejected (Appealed)
8. Rejected (Appealed)
9. Cancelled
10. Cancelled
11. Rejected (Appealed)
12. Cancelled
13. Cancelled
14. Rejected (Appealed)
15. Rejected (Appealed)
16. Rejected (Appealed)
17. Rejected (Appealed)
18. Rejected (Appealed)
19. Rejected (Appealed)
20. Rejected (Appealed)

21. Cancelled

22. Cancelled

IV. Status of Amendments

There has been no amendments filed subsequent to the final rejection.

V. Summary of claimed subject matter

The invention relates to a method for a buyer to request a quotation comprising: inputting or choosing: attributes of a specific product into a database, the quantity of product, and delivery specifications, selecting suppliers to submit the request for quotation, and submitting the request for quotation to the suppliers. Page 1 lines 20- pg 2 line 1, Figure 1, Pg 4 line 21-pg 5 line 5.

The invention further comprises that the quotation be submitted to the suppliers via a wireless method. Pg 2 lines 1-2, pg 3 lines 7-8, Figure 1, pg 5 lines 7-8.

The invention further comprises that freight quotes be provided by the supplier. Pg 2 lines 2-3.

The invention further comprises that the supplier provide a response to the buyer. Pg 2 lines 3-4.

The invention further comprises that the supplier provide a response to the buyer via a wireless method. Pg 2 lines 4-6.

The invention further comprises that the quotation have an expiration mechanism. Pg. 2 lines 6-7, pg 3 lines 10-11, Figure 2, Pg 6 lines 1-3.

The invention further comprises that the quotations from different suppliers are compared. Pg 2 lines 7-8, pg 6 lines 13-15.

The invention further comprises that the buyer rates quotes from different suppliers. Pg 2 lines 8-10.

The invention relates to a system for a buyer to request a quotation comprising; a database having a request for quotation form, the request for

quotation form comprising a list of product specifications, and delivery specifications, and a means for delivering the quotation form to a seller. The database stores quotations from sellers. The system allows buyers to compare the quotations. Pg 2 lines 11-15, 19-20, pg. 6, lines 13-15.

The invention further comprises that the system have a logistics database for providing freight quotes. Pg 2 lines 16-17, Figure 2, pg 5 lines 19-21, Figure 7, pg 9 lines 11-12.

The invention further comprises a system having a secured chat room. Pg 2 lines 20-21, pg 6 lines 17-18.

The invention further comprises that the system perform a credit check of a buyer. Pg 2 lines 21-22, pg 3 lines 21- pg 4 line 1, Figure 4, pg 7 lines 4-10.

The invention further comprises a database of buyer credit profiles. Pg 2 lines 22-23, pg 4 lines 1-2, Figure 4, pg 7 lines 10-11.

The invention further comprises that the agreed upon terms are copied into a purchase order. pg 6 lines 18-20.

The invention further comprising a database comprising a listing of previous sales. pg 6 line 21- pg 7 line 1.

The invention further comprises a searchable database of buyer/seller quote history. pg 7 lines 1-2.

VI. Grounds of rejection to be reviewed on appeal

Whether claims 1 and 6 are unpatentable under 35 USC 103 over Baatz (“An auction with the Buyer Completely in Charge”) in view of the anonymous article, “Western Energy, Inc., Acquires 51% of GETBIDS.COM”.

Whether claim 2 is unpatentable under 35 USC 103 over Baatz and “Western Energy” as applied to claim 1, and further in view of official notice.

Whether claim 3 is unpatentable under 35 USC 103 over Baatz and “Western Energy” as applied to claim 1, and further in view of Breen, Jr., 6,598,027.

Whether claim 4 is unpatentable under 35 USC 103 over Baatz and “Western Energy” as applied to claim 1, and further in view of Giovannoli, 5,758,328.

Whether claims 5 and 7 are unpatentable under 35 USC 103 over Baatz, “Western Energy” and Giovannoli and further in view of official notice.

Whether claims 19 and 20 are unpatentable under 35 USC 103 over Baatz and “Western Energy” and further in view of official notice.

Whether claims 8 and 15-18 are unpatentable under 35 USC 103 over Baatz in view of Feldman (“Customer Service Is Prime Spot for ISDN”) and official notice.

Whether claim 11 is unpatentable under 35 USC 103 over Baatz and official notice, or in the alternative, Baatz, Feldman, and official notice, and further in view of Breen.

Whether claim 14 is unpatentable under 35 USC 103 over Baatz and official notice, or in the alternative, Baatz, Feldman, and official notice, and further in view of "Robertson, Stephens Founder Sanford R. 'Sandy' Robertson Invests in LIMITrader Securities; Takes Stake in New York Firm Pioneering Electronic Bond Trading"

VII. Argument

Rejection under 35 USC 103 over Baatz (“An auction with the Buyer Completely in Charge” in view of the anonymous article, “Western Energy, Inc., Acquires 51% of GETBIDS.COM”.

Claims 1 and 6

Baatz relates to the website www.sorcicity.com. The Baatz article on page S58 specifically states that the buyer define exactly what they need and then Sorcicity communicates that need consistently to all relevant supplier members. The article further states that this type of selection helps to mitigate the risk via buying via an on-line auction. Sorcicity sends automatic e-mail notifications to qualified seller members who sell products in a given product commodity or service category. Sellers then have to clarify any of the RFQ's by sending e-mails to Sorcicity. Only Sorcicity can clarify the RFQ, not the buyer. It is only after the buyer selects the winning bid that the buyer and seller exchange product and settlement information independent of Sorcicity. As stated in the next to last paragraph on page S61, the buyer is trusting Sorcicity to get the RFQ to the right supply base, trusting them to analyze the bids correctly and to present the three closest bids.

Baatz states specifically that Sorcicity selects the suppliers, not the buyer.

Baatz specifically describes throughout the whole article that the RFQ is delivered to broker, Sorcicity, and then the RFQ is delivered by Sorcicity (broker) to Sorcicity members only. Specifically, as stated in Col. 2 through Col. 3 on page S58, “the buyer's define exactly what they need and Sorcicity then communicates

that need consistently to all relevant supplier members...helps to mitigate this risk of buying via an on-line auction. Sorcity, the broker sends e-mail notifications to the sellers, sellers ask the questions then to Sorcity. This process must occur since the buyer and seller cannot communicate directly until Sorcity is paid their 2% commission, this is stated on the bottom of S58 and the top of S61.

Western Energy relates to a service that connects active buyers with active sellers on a portal site. The system enables active buyers to qualify and select a suitable vendor to do business with.

The Examiner wishes to combine Baatz with Western Energy. Baatz requires the middle man or broker approach since that is how they get paid. You cannot modify Baatz with Western Energy since that would take out the payment system required by Baatz. Claims 1 and 6 require that the buyer directly select the seller or supplier. Therefore, Claims 1 and 6 are not obvious over the prior art.

Rejection under 35 USC 103 over Baatz and “Western Energy” as applied to claim 1, and further in view of official notice.

Claim 2

Claim 2 depends on Claim 1. Claim 1 requires that the buyer directly select the suppliers to whom to submit a request for quotation. Since Sorcity is a reverse auction and as stated above, cannot be combined with Western Energy, Claim 2 is not obvious over the prior art.

Rejection under 35 USC 103 over Baatz and “Western Energy” as applied to claim 1, and further in view of Breen, Jr., 6,598,027.

Claim 3

Claim 3 depends on Claim 1. Claim 1 requires that the buyer directly select the suppliers to whom to submit a request for quotation. Since Sorcity is a reverse auction and as stated above, cannot be combined with Western Energy, Claim 3 is not obvious over the prior art.

Rejection under 35 USC 103 over Baatz and “Western Energy” as applied to claim 1, and further in view of Giovannoli, 5,758,328.

Claim 4

Baatz does not teach that the suppliers provide a quotation directly to the buyer. Baatz specifically teaches against this as the buyer submits the request to Sorcity which then sends the request to qualified members of Sorcity. Further, since the system of Baatz requires payment based on the broker system and that until this payment is made, the buyers and suppliers cannot speak directly, Baatz cannot be combined with either Western Energy and/or Giovannoli.

For these reasons and the reasons stated above for Claim 1, Claim 4 is not obvious over the prior art.

Rejection under 35 USC 103 over Baatz, "Western Energy" and Giovannoli and further in view of official notice.

Claims 5 and 7

Claim 5 requires that the supplier supply the quote directly to the buyer. Baatz teaches that the quote is supplied to a broker. There is no teaching that the Examiner has found which suggests that you can modify Baatz which requires a middle man or broker to be modified and combined with Western Energy and Giovannoli. Therefore Claim 5 is not obvious.

Claim 7 requires that quotations are compared with regard to the attributes of a specific product, the quantity of the product and the delivery specifications. Baatz only shows introducing the three lowest bidders to the buyer, page S58, Col. 3. Baatz does comparisons on price alone and does not teach or suggest comparisons based on any other factors.

Baatz does not discuss any other comparisons regarding the suppliers. The reference to Baatz on page S61 first column only relates to the bid amount and does not discuss the quantity of product or the delivery specification. What is discussed in S61 is what the buyer is requesting, not what the supplier is offering. Although it is known to compare quotes from different suppliers based on the above factors, with regards to the method described in Claim 7 which is dependent on Claims 4 and 1, such method is not known nor obvious and therefore the Official Notice is not correct.

Therefore Claim 7 is not obvious over the prior art.

Rejection under 35 USC 103 over Baatz and “Western Energy” and further in view of official notice.

Claims 19 and 20

Claim 19 further requires that agreed upon terms are copied into a purchase order. Baatz specifically states that once the buyer selects the winning bid and confirms the selection with Sorcity, the buyer and seller exchange settlement terms independent of Sorcity. Therefore, Baatz does not teach carrying out a purchase after a supplier has submitted terms and has been accepted by the buyer. Further, there is not Official Notice to show that such information is exchanged as described in the claims of the patent.

Claim 20 requires that rating quotes is done by comparing attributes of a specific product, the quantity of product and delivery specification. Baatz only teaches comparing bids by price. Claim 20 requires rating the quotes from the suppliers by comparing their attributes. The above references do not teach rating the quotes nor does the Examiner state that such is taught. Therefore for these reasons and the reasons stated above, Claim 20 is not obvious over the prior art.

Rejection under 35 USC 103 over Baatz in view of Feldman (“Customer Service Is Prime Spot for ISDN”) and official notice.

Claims 8 and 15-18

As stated above for Claim 1, Baatz requires the broker system in order for Sorcity to get paid. Baatz specifically teaches away from the buyer and the seller

directly communicating with each other. Therefore, Baatz cannot be combined with Feldman. Therefore Claim 8 is not obvious over the prior art.

Claim 15 requires that the system performs a credit check of a buyer. Page S58 of Baatz specifically states that the only party in the transaction that has to share a credit card number is the seller. Therefore, the only party which is having its credit checked is the seller, not the buyer. Therefore, Official Notice does not assist in making Baatz's have the information required by Claim 15. Therefore, Claim 15 is not obvious over Baatz.

Claim 16 requires that the system comprise a database of buyer credit profiles. As stated above, the only credit that is required in the system of Baatz is for sellers. Official Notice does not assist Baatz in having such credit information. Therefore Claim 16 is not obvious over Baatz.

Claim 17 requires that the database comprise a listing of previous sales. There is nothing in Baatz which teaches storing such information. The fact that the Examiner has teaching Official Notice that the elements of Claim 17 are obvious does not make them obvious. Therefore, Claim 17 is not obvious over Baatz.

Claim 18 requires that the system have a searchable database of buyer/seller history. The Examiner states that Baatz teaches that the buyer can watch the bidding process. This does not allow a separate buyer and a separate seller to understand the terms of other buyers and sellers. Therefore, Claim 18 is not obvious over Baatz.

Rejection under 35 USC 103 over Baatz and official notice, or in the alternative, Baatz, Feldman, and official notice, and further in view of Breen.

Claim 11

As stated above for Claim 8, Baatz requires the broker system in order for Sorcity to get paid. Baatz specifically teaches away from the buyer and the seller directly communicating with each other. Therefore, Baatz cannot be combined with Feldman. Therefore Claim 11 is not obvious over the prior art.

Rejection under 35 USC 103 over Baatz and official notice, or in the alternative, Baatz, Feldman, and official notice, and further in view of Robertson, Stephens Founder Sanford R. ‘Sandy’ Robertson Invests in LIMITrader Securities; Takes Stake in New York Firm Pioneering Electronic Bond Trading”

Claim 14

Claim 14 requires that the system further comprise a secured chat room for buyers and sellers. The system described in Baatz relates to a system where the buyer communicates with Sorcity and then Sorcity communicates with the seller. There is no communication between the buyer and seller. Therefore Claim 14 is not obvious over Baatz in view of Official Notice and the other article.

Reversal of the Examiner and allowance of all the claims are accordingly respectfully requested.

A copy of the Brief and our check for \$\$255.00 are enclosed herewith.

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CLAIMS APPENDIX

1. A method for a buyer to request a quotation comprising:
 - inputting or choosing attributes of a specific product into an electronic database;
 - inputting the quantity of product;
 - inputting delivery specifications;
 - selecting directly, by a buyer, suppliers to whom to submit a request for quotation;
 - submitting said request for quotation to said suppliers.
2. The method of claim 1 wherein said request for quotation is submitted to said suppliers via a wireless method.
3. The method of claim 1 further comprising at least one of said suppliers analyzing said quotation with a logistics database to provide freight quotes.
4. The method of claim 1 wherein at least one of said suppliers provides a quotation directly to said buyer.
5. The method of claim 4 wherein at least one of said suppliers provides a response directly to said buyer via a wireless method.
6. The method of claim 1 wherein said request for quotation has an expiration mechanism.
7. The method of claim 4 further comprising:
 - comparing said quotation from at least one of said suppliers to quotations from other suppliers with regards to said attributes of a specific product, said quantity of product, and said delivery specifications.

8. A system for a buyer to request a quotation comprising:
 - a database;
 - said database having a request for quotation form;
 - said request for quotation form comprising a list of product specifications, and delivery specifications; and
 - a means for delivering said request for quotation form to a seller directly; wherein said database stores quotations from sellers;
 - said system allowing said buyer to compare said quotations.
11. The system of claim 8 further comprising: a logistics database for providing freight quotes.
14. The system of claim 8 further comprising: a secured chat room for a buyer and seller.
15. The system of claim 8 further comprising:
 - a system for performing a credit check of a buyer.
16. The system of claim 8 further comprising:
 - a database of buyer credit profiles.
17. The system of claim 8 further comprising:
 - a database comprising a listing of previous sales.
18. The system of claim 8 further comprising:
 - a searchable database of buyer/seller quote history.
19. The method of claim 1 further comprising:
 - copying agreed upon terms into a purchase order.

20. The method of claim 1 further comprising:
rating quotes from said suppliers by comparing attributes of a specific
product, said quantity of product, and said delivery specifications.

EVIDENCE APPENDIX

None

RELATED PROCEEDING APPENDIX

None